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COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

June 17, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**AGREEMENT AMENDMENT NO. H-207858-2 WITH VAN TASSELL CONSULTING, INC.,
FOR THE HEALTH CARE WORKFORCE DEVELOPMENT PROGRAM
(All Districts) (3-Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Director of Health Services, or his designee, to execute an agreement amendment substantially similar to Exhibit I with Van Tassell Consulting, Inc., in the amount of \$299,500 for FY 2004-05 to continue the provision of communication training services sponsored under the Health Care Workforce Development Program (HCWDP), 100% offset by federal Workforce Investment Act (WIA) funds.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

The Department of Health Services (DHS) is recommending approval of the agreement amendment with Van Tassell Consulting, Inc., (Van Tassell) to continue the provision of communication training services for DHS employees, effective July 1, 2004 through June 30, 2005, with provisions to extend the term for an additional three months at no additional cost. The costs for the contract services are 100% offset by federal WIA funding.

FISCAL IMPACT/FINANCING:

The costs for the training services are 100% offset by federal WIA funds which are available through the State and administered by the Department of Community and Senior Services (DCSS). The WIA

funds are available to DHS via intrafund transfer from DCSS. The FY 2004-05 contract maximum obligation is \$299,500, and has been included in the Proposed FY 2004-05 Budget. There is no net County cost impact.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Background

In February 1999, the federal Department of Labor (DOL) awarded a \$1.2 million planning and research grant to the County to support a labor-management initiative for planning training needs of the DHS workforce that would be required to meet the Department's restructuring needs under the County's Medicaid Demonstration Project (1115 Waiver).

In June 2000, the 1115 Waiver was extended for an additional five-year period through June 30, 2005. One of the new initiatives to be implemented under the Waiver extension is the HCWDP.

In September 2001, the Board approved WDP's multi-year workplan and a Training Implementation Plan to provide training that would support restructuring required by the 1115 Waiver, e.g., medical records coding, patient financial services, programs to address critical shortage areas, e.g., general nursing and specialty nursing education such as dialysis and critical care and training in portable skills, e.g., communications and language training. To expedite the implementation of training programs, the Board also delegated authority to the Department to select providers and negotiate and execute contracts up to a maximum of \$300,000, in accordance with County policies, with approval from County Counsel.

Van Tassell first provided communication training services (as a subcontractor) in a pilot training program under the DOL grant for workers in patient financial services as DHS prepared to implement the Outpatient Reduced-Cost Simplified Application (ORSA) Plan in the year 2000. Subsequently, Van Tassell's training curriculum was extended to a two-day workshop incorporating additional job relevant and realistic situations, role-playing, and other hands-on activities, all customized to the needs of DHS. Thereafter, Van Tassell continued to provide communication training to financial services and patient care staff in FY 2001-02 under Agreement No. H-213104 executed by the Department and approved by County Counsel under authority delegated to the Director by the Board in September 2001. A total of 779 employees were trained during FY 2001-02, exceeding the required 667 employees to be trained under the contract.

Following the expiration of the agreement in June 2002, DHS managers and employees requested continuation of communication training services for additional employees.

On October 8, 2002, the Board approved Agreement No. H-207858, with a maximum obligation of \$400,000, for up to 40 two-day workshops through July 31, 2003, to be reimbursed based on the number of two-day workshops provided. As of July 31, 2003, a total of 37 workshops were provided with 885 employees receiving training.

On July 15, 2003, the Board approved Amendment No. 1 with a maximum obligation of \$400,000 for the period August 1, 2003 through June 30, 2004 for up to 44 two-day workshops. As of May 31, 2004, a total of 957 employees received training in the 40 workshops provided to date.

Amendment No. 2

Amendment No. 2 is effective July 1, 2004 through June 30, 2005, with provisions for the Director to extend the term on a month-to-month basis for a maximum of three months to complete delivery of services at no additional cost. The FY 2004-05 maximum obligation is \$299,500 for the provision of up to thirty-three (33) two-day training workshops.

Under the amendment, Van Tassell will update the curriculum to adjust the training to the current DHS environment, revise and reprint a new Participant Manual, and re-train its trainers in preparation for the actual training. The cost for these preparatory services is \$19,000. Thereafter, Van Tassell will continue to be reimbursed based on the number of workshops provided, at a rate of \$8,500 per two-day workshop. Each workshop is to be staffed by two trainers. Attendance at the training is dependent on the capacity of the Department to release employees. An average attendance of 23 employees per workshop is expected for an anticipated 750 employees to receive training in the thirty-three (33) two-day workshops planned. If all 33 workshops are provided, the maximum obligation under the amendment will be \$299,500, which includes the \$19,000 for the preparatory services described above. In the event that a scheduled workshop is cancelled on the day of the workshop, Van Tassell would be reimbursed \$4,250, i.e., one-half of the agreed upon rate per workshop.

CONTRACTING PROCESS:

Following the completion of training of DHS employees for the implementation of ORSA in the year 2000, and prior to the establishment of the Workforce Development Program, an informal solicitation for communication training services was conducted. Van Tassell was one of three providers that expressed interest. Van Tassell was familiar with the issues facing the Department, its facilities and employees, and the patients served by DHS. The content of the two-day training was specifically developed by Van Tassell for the Department. The training of additional employees to be provided under the proposed amendment will build upon the training program previously developed by Van Tassell.

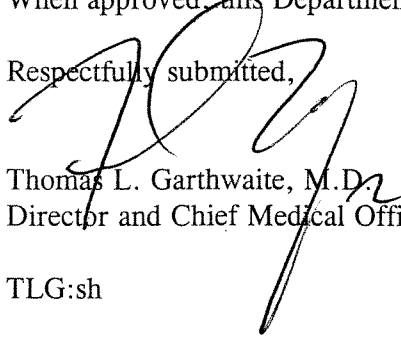
The services to be provided are professional and temporary in nature. The HCWDP is expected to continue through FY 2004-05.

Current County policy and procedures require timely submission of contracts for Board approval. However, this request for approval of the Agreement was not scheduled for placement on the Board's agenda prior to its effective date because Board approval of the State and County funding for the HCWDP was not obtained until June 15, 2004.

The Honorable Board of Supervisors
June 17, 2004
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When approved, this Department requires four signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:sh

Attachments

cc: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENT AMENDMENT

1. TYPE OF SERVICE:

Communication training services for DHS employees involved in patient care or those with potential contact with patients.

2. CONTRACTOR/ADDRESS AND CONTACT PERSON:

Van Tassell Consulting, Inc.
556 S. Fair Oaks Avenue
PMB 302
Pasadena, CA 991105
Kathy Van Tassell, President

3. TERM:

Effective from July 1, 2004 through June 30, 2005, with provisions for the Director to extend the term on a month-to-month basis for three additional months at no additional cost.

4. FINANCIAL INFORMATION:

The FY 2004-05 maximum obligation is \$299,500.

5. GEOGRAPHIC AREAS (EMPLOYEES) SERVED:

Employees of the Department of Health Services.

6. ACCOUNTABLE FOR MONITORING:

Kate Edmundson, Acting Director of Human Resources

7. APPROVALS:

Director, Administrative Services: Sachi Hamai

Chief Operating Officer: Fred Leaf

Director, Contract Administration: Irene Riley

County Counsel (approval as to form): Elizabeth Friedman, Sr. Deputy County Counsel

WORKFORCE DEVELOPMENT PROGRAM
COMMUNICATIONS TRAINING SERVICES AGREEMENT

AMENDMENT NO. 2

This AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),

and VAN TASSELL CONSULTING, INC.,
(hereafter "Contractor").

Business Address:
556 S. Fair Oaks Avenue
PMB 302
Pasadena, CA 91105

WHEREAS, reference is made to that certain document
entitled "WORKFORCE DEVELOPMENT PROGRAM - COMMUNICATIONS TRAINING
SERVICES AGREEMENT", dated October 8, 2002, and Amendment No. 1
thereto, and further identified as County Agreement No. H-207858-
1 (hereafter "Agreement"); and

WHEREAS, it is the intent of both parties to amend
Agreement to extend the term and make certain modifications to
the Agreement and its Exhibits; and

WHEREAS, Agreement requires that modifications to Agreement
shall be made in the form of a written amendment which is
formally approved and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. The effective date of this Amendment No. 1 shall be July 1, 2004;

2. Subparagraph 1A, TERM, shall be amended to read as follows:

"1. -- TERM:

"A. The term of this Agreement shall commence on the date of approval by the Board of Supervisors, and shall continue in full force and effect through June 30, 2005.

"The term of this Agreement may be extended at no additional cost by Director beyond the stated expiration date of June 30, 2005, on a month-to-month basis for a period not to exceed three months, upon the mutual agreement of the parties. All provisions of the Agreement in effect on the date the extension commences shall remain in effect for the duration of the extension. If the Director and Contractor fail to mutually agree to extend the Agreement as of June 30, 2005, then the Agreement shall expire on that date."

3. The following subparagraph "B" shall be added to Paragraph 3, DESCRIPTION OF SERVICES:

"3B. During FY 2004-05, Contractor shall provide services as described in Exhibit A-2 (Description of Services), attached hereto and incorporated herein by reference."

4. The following subparagraph "B" shall be added to Paragraph 4, MAXIMUM OBLIGATION OF COUNTY:

"4B. County's maximum obligation for the period July 1, 2004 through June 30, 2005 shall be Two Hundred Ninety-Nine Thousand Five Hundred Dollars (\$299,500), payable as described in Exhibit B-2 (Billing and Payment), attached hereto and incorporated herein by reference."

5. The following subparagraph "B" shall be added to Paragraph 6, BILLING AND PAYMENT:

"6B. For all services provided under Amendment No. 2, Contractor shall bill County in accordance with Exhibit B-2 (Billing and Payment), attached hereto. County shall pay Contractor within a reasonable period of time, following receipt of a complete and correct invoice. Submission of an incorrect invoice by Contractor will result in delayed payment by County. Such payment shall be the sole consideration paid by County to Contractor hereunder."

6. Paragraph 41, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be replaced in its entirety as follows:

"41. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child,

family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

"As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 USC section 653(a)] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b)."

7. Paragraph 42, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, shall be replaced in its entirety as follows:

"42. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Paragraph immediately above, shall constitute default by

Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the "Term and Termination" Paragraph of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202."

8. Paragraph 47, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be replaced in its entirety as follows:

"47. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

"A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible contractors.

"B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County agreements for a specified period of time

not to exceed three (3) years, and terminate any or all existing agreements Contractor may have with the County.

"C. County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following:

"(1) violated a term of a contract with the County of a nonprofit corporation created by the County,

"(2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same.

"(3) committed an act or offense which indicates a lack of business integrity or business honesty, or

"(4) made or submitted a false claim against the County or any other public entity.

"D. If there is evidence that Contractor may be subject to debarment, the Director of Health Services will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will

advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

"E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Director of Health Services shall be provided an opportunity to object to the tentative decision to its presentation to the Board of Supervisors.

"F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

"G. These terms shall also apply to subcontractors of Contractor."

9. During the July 1, 2004 through June 30, 2005 extension period, Exhibit A-1, the DESCRIPTION OF SERVICES, shall be replaced in its entirety by Exhibit A-2, attached hereto and incorporated herein by reference.

10. During the July 1, 2004 through June 30, 2005 extension period, Schedule A-1, Cost Breakdown, shall be replaced in its entirety by Schedule A-2, attached hereto and incorporated herein by reference.

11. During the July 1, 2004 through June 30, 2005 extension period, Exhibit B-1, BILLING AND PAYMENT, shall be replaced in its entirety by Exhibit B-2, attached hereto and incorporated herein by reference.

12. Except for the above referenced changes, Agreement is not modified in any other manner.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

Director of Health Services and Contractor has caused this
Amendment to be subscribed in its behalf by it duly authorized
officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas Garthwaite, M.D.
Director and Chief Medical Officer
Department of Health Services

VAN TASSELL CONSULTING, INC
Contractor

By _____

Printed Name

Title _____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
LLOYD W. PELLMAN
County Counsel

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene Riley, Director
Contract Administration

SH:\KVT\ Amendment No 2.doc

COMMUNICATIONS TRAINING SERVICES

Description of Services

A. Overall Description:

Contractor shall provide communication skills training to County's Department of Health Services employees designated by Director. The two-day program (Workshop), "Influencing through Communication", was specifically developed by Contractor for County. Contractor shall be assisted by a team of facilitators selected by and under contract to Contractor. Such facilitators shall be under the supervision and responsibility of Contractor.

Contractor shall conduct up to thirty-three (33) Workshops as requested by Director.

Scheduling of all Workshops shall be coordinated and agreed to by Director and Contractor. Scheduling of employees for the Workshops shall be the sole responsibility of Director. If Director cancels a previously scheduled Workshop on the day of the Workshop, Contractor shall be reimbursed at one-half of the agreed upon rate per Workshop, i.e., Four Thousand Two Hundred Fifty Dollars (\$4,250) for the cancelled Workshop.

B. Program Content and Delivery

Contractor agrees to update and adjust the content of its program to the current environment facing the Department and its employees and to reproduce revised materials (Participant Manual). Such revised Participant Manual is incorporated herein by reference.

The 2-day Workshop, "Influencing through Communication" is designed to improve core competencies in communication, including: (1) interpersonal relationships, (2) effective questioning, (3) active listening, (4) responding with empathy and (5) managing the communication process, shall be taught in a interactive setting. Such revised curriculum is incorporated herein by reference.

Teaching techniques to be used by Contractor include the use of job relevant and realistic situations and examples, role-plays, case studies, and other hands-on activities. Also, Contractor's training strategies shall take into consideration theories in adult learning that assist in retention, including the following:

1. Building on the knowledge and concepts the participants already possess.
2. Relating the learning to the needs of each participant.
3. Allowing opportunity for interaction and questions.
4. Providing hands-on skill practice.
5. Using actual work-related examples.

C. Evaluation

Upon the completion of each two-day Workshop, Contractor shall administer an evaluation survey to participants to evaluate the trainers and the training provided. Contractor shall provide County with a copy of the findings of such evaluation survey.

D. Employees to be Trained and Services to Be Provided

Employees to be trained include those with potential patient care, their supervisors and managers. Contractor shall train an average of twenty-three (23) employees per Workshop, or a total of seven hundred fifty (750) in thirty-three (33) Workshops. It is understood by the parties that employee attendance at the Workshops is the sole responsibility of County.

Contractor shall be reimbursed according the rates set forth in Schedule A-2, attached hereto and incorporated herein by reference.

E. Commencement of Services

Training shall commence as soon as the parties develop a mutually acceptable schedule.

COMMUNICATIONS TRAINING SERVICES

BILLING AND PAYMENT

A. Billing and Payment

In accordance with Schedule A-2, the maximum reimbursement to Contractor for the re-design and printing of a revised Participant Manual for all Workshop attendees, and Contractor's preparation for the implementation of training is Nineteen Thousand Dollars (\$19,000). Contractor may bill County for the entire \$19,000 only following County acceptance of the revised Participant Manual and its reproduction, and Contractor's completion of the re-training of its trainers.

Contractor shall be reimbursed monthly in arrears on a per-Workshop basis for each Workshop provided, at a rate of Eight-Thousand, Five Hundred Dollars (\$8,500) per Workshop. Contractor shall provide all personnel, and services and supplies (including, but not limited to paper, markers, dry erase) required in the provision of Workshops hereunder. Reimbursement to Contractor is not dependent on employee attendance at the Workshop, which is the sole responsibility of County. Each monthly billing shall include the dates of the Workshops provided. A total of \$280,500,000 is available for the provision of training Workshops. In accordance with Exhibit A-2, if Director cancels a previously scheduled Workshop on the day of the Workshop, Contractor shall be reimbursed Four Thousand Two Hundred Fifty Dollars (\$4,250).

Invoices shall be submitted to:

Workforce Development Program
Department of Health Services
500 S. Virgil Avenue, 2nd Floor
Los Angeles, CA 90020

Attention: Director of WDP

B. Maximum Obligation

County's maximum obligation for all services hereunder is Two Hundred Ninety-nine Thousand Five Hundred Dollars (\$299,500).